### UNITED STATES JUDICIAL PANEL **MULTIDISTRICT LITIGATION**

**FILED** 

Aug 18, 2023

CLERK, U.S. DISTRICT COURT EASTERN DISTRICT OF CALIFORNIA

IN RE: BARD IMPLANTED PORT CATHETER PRODUCTS LIABILITY LITIGATION

MDL No. 3081

(SEE ATTACHED SCHEDULE)

#### CONDITIONAL TRANSFER ORDER (CTO -1)

On August 8, 2023, the Panel transferred 9 civil action(s) to the United States District Court for the District of Arizona for coordinated or consolidated pretrial proceedings pursuant to 28 U.S.C. § 1407. See \_F.Supp.3d\_ (J.P.M.L. 2023). Since that time, no additional action(s) have been transferred to the District of Arizona. With the consent of that court, all such actions have been assigned to the Honorable David G. Campbell.

It appears that the action(s) on this conditional transfer order involve questions of fact that are common to the actions previously transferred to the District of Arizona and assigned to Judge Campbell.

Pursuant to Rule 7.1 of the Rules of Procedure of the United States Judicial Panel on Multidistrict Litigation, the action(s) on the attached schedule are transferred under 28 U.S.C. § 1407 to the District of Arizona for the reasons stated in the order of August 8, 2023, and, with the consent of that court, assigned to the Honorable David G. Campbell.

This order does not become effective until it is filed in the Office of the Clerk of the United States District Court for the District of Arizona. The transmittal of this order to said Clerk shall be stayed 7 days from the entry thereof. If any party files a notice of opposition with the Clerk of the Panel within this 7-day period, the stay will be continued until further order of the Panel.

Inasmuch as no objection is pending at this time, the stay is lifted.

Aug 18, 2023

CLERK'S OFFICE

FOR THE PANEL:

Tiffanev D. Pete

Clerk of the Panel

I hereby attest and certify on \_\_\_\_\_\_ that the foregoing document is a full, true and correct cody of the original on tile in my office and in my cus-

munimining.

# IN RE: BARD IMPLANTED PORT CATHETER PRODUCTS LIABILITY LITIGATION

MDL No. 3081

#### SCHEDULE CTO-1 - TAG-ALONG ACTIONS

<u>DIST</u>	DIV.	C.A.NO.	CASE CAPTION			
ALABAMA SOUTHERN						
ALS	1	23-00278	Ellis v. Becton Dickinson and Company et al			
CALIFORNI	A EASTER	N				
CAE CAE CAE	1 2 2	23-01111 23-01394 23-01520	Criner v. Becton, Dickinson and Co., et al Farrow v. Becton Dickinson & Company et al Smith v. Becton, Dickinson and Co., et al			
CALIFORNI	A NORTH	ERN				
CAN	3	23-03147	Richard v. C.R. Bard, Inc. et al			
COLORADO	)					
CO CO	1 1	23-01669 23-01887	Payne v. Becton, Dickinson and Co., et al Whatley v. Becton, Dickinson and Company et al			
FLORIDA M	IIDDLE					
FLM FLM	6 8	23-01410 23-01646	Kessler v. Becton Dickinson and Company et al Pfaltzgraff v. C.R. Bard, Inc. et al			
ILLINOIS C	ENTRAL					
ILC ILC	1 3	23-01269 23-03231	Green v. Becton, Dickinson and Company et al Sours v. Becton, Dickinson and Company et al			
ILLINOIS N	ORTHERN					
ILN ILN	1 1	23-04141 23-04703	Russow v. C.R. Bard, Inc. et al Williams v. CR Bard Inc et al			
ILLINOIS S	OUTHERN					
ILS	3	23-02560	Wilson v. Becton, Dickinson and Company et al			
IOWA SOUTHERN						
IAS	4	23-00214	Nedved v. Becton, Dickinson and Company et al			

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IAS	4	23-00264	Brannen v. Becton, Dickinson and Company et al				
MISSOURI EASTERN							
MOE MOE	4 4	23-00809 23-00847	Barnes v. Becton, Dickinson and Company et al Hicks v. C.R. Bard, Inc. et al				
MISSOURI WESTERN							
MOW MOW	4 6	23-00513 23-03226	Zumalt v. Becton, Dickinson and Company et al Sanders v. C.R. Bard, Inc. et al				
NEBRASKA							
NE	8	23-00314	Taylor v. Becton, Dickinson and Company et al				
NEW JERSEY							
NJ	2	23-02859	CABELLO v. C.R. BARD, INC. et al				
NEW YORK WESTERN							
NYW	1	23-00753	Doner v. C.R. Bard, Inc et al				
NORTH CAR	OLINA E	ASTERN					
NCE	5	23-00383	Farmer v. Becton, Dickinson and Company, et al.				
NORTH CAROLINA MIDDLE							
NCM	1	23-00574	LAFFERTY v. BECTON, DICKINSON AND COMPANY et al				
NCM	1	23-00597	DYE-SHARPE v. BECTON, DICKINSON AND COMPANY et al				
PENNSYLVANIA MIDDLE							
PAM	1	23-01088	Mower v. Becton, Dickinson and Company et al				
SOUTH DAKOTA							
SD	4	23-04111	Heeren v. C.R. Bard, Inc. et al				
TENNESSEE MIDDLE							
TNM	3	23-00745	Kendall v. Becton, Dickinson & Company et al				
TENNESSEE WESTERN							
TNW	2	23-02435	Lesizza v. C.R. Bard, Inc. et al				
TNW	2	23-02442	SWINDLE v. BECTON, DICKINSON AND CO. et al				
TEXAS EASTERN							
TXE TXE	4 9	23-00672 23-00124	Johnson v. Becton, Dickinson and Company et al Songy v. CR Bard, Inc et al				

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TEXAS NORTHERN		OUCO MIDE IN	0400 MDE 140, 0001 D004MONE 11 1 H04 00/10/20 1 490 7 01 7			
TXN	3	23-01463	Canales v. C R Bard Inc et al			
TEXAS SOU	THERN					
TXS	4	23-02356	Gaither-Hawkins v. Becton, Dickinson and Company et al			
WASHINGTON EASTERN						
WAE	1	23-03109	McKinley v. Becton Dickinson and Company et al			
WASHINGTO	ON WEST	ERN				
WAW	3	23-05653	Gay v. Becton Dickinson and Company et al			
WAW	3	23-05670	Curry v. Becton, Dickenson & Company et al			